

STATE OF SOUTH CAROLINA

(Caption of Case)

IN THE MATTER OF COMPLAINT OF SPRINT
COMMUNICATIONS COMPANY L.P. AGAINST
PBT TELECOM, INC.

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2008 - 389 - C

(Please type or print)

Submitted by: John J. Pringle, Jr.

Address: Ellis, Lawhorne & Sims, PA

PO Box 2285

Columbia SC 29202

SC Bar Number: 11208

Telephone: 803-343-1270

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Other:

Email: jpringle@ellislawhorne.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)

- ☐ Electric
☐ Electric/Gas
☐ Electric/Telecommunications
☐ Electric/Water
☐ Electric/Water/Telecom.
☐ Electric/Water/Sewer
☐ Gas
☐ Railroad
☐ Sewer
☒ Telecommunications
☐ Transportation
☐ Water
☐ Water/Sewer
☐ Administrative Matter
☐ Other: _____

NATURE OF ACTION (Check all that apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> Affidavit | <input type="checkbox"/> Letter | <input type="checkbox"/> Request |
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Memorandum | <input type="checkbox"/> Request for Certification |
| <input type="checkbox"/> Answer | <input type="checkbox"/> Motion | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Appellate Review | <input type="checkbox"/> Objection | <input type="checkbox"/> Resale Agreement |
| <input type="checkbox"/> Application | <input type="checkbox"/> Petition | <input type="checkbox"/> Resale Amendment |
| <input type="checkbox"/> Brief | <input type="checkbox"/> Petition for Reconsideration | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Certificate | <input type="checkbox"/> Petition for Rulemaking | <input type="checkbox"/> Response |
| <input type="checkbox"/> Comments | <input type="checkbox"/> Petition for Rule to Show Cause | <input type="checkbox"/> Response to Discovery |
| <input checked="" type="checkbox"/> Complaint | <input type="checkbox"/> Petition to Intervene | <input type="checkbox"/> Return to Petition |
| <input type="checkbox"/> Consent Order | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation |
| <input type="checkbox"/> Discovery | <input type="checkbox"/> Prefiled Testimony | <input type="checkbox"/> Subpoena |
| <input type="checkbox"/> Exhibit | <input type="checkbox"/> Promotion | <input type="checkbox"/> Tariff |
| <input type="checkbox"/> Expedited Consideration | <input type="checkbox"/> Proposed Order | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest | |
| <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit | |
| <input type="checkbox"/> Late-Filed Exhibit | <input type="checkbox"/> Report | |

Print Form

Reset Form

ELLIS:LAWHORNE

John J. Pringle, Jr.
Direct dial: 803/343-1270
jpringle@ellislawhorne.com

February 11, 2009

FILED ELECTRONICALLY

The Honorable Charles L.A. Terreni
Chief Clerk
South Carolina Public Service Commission
Post Office Drawer 11649
Columbia, South Carolina 29211

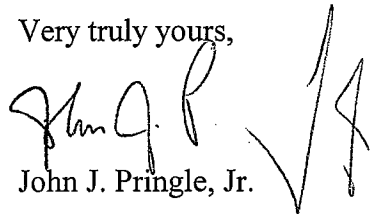
RE: In the Matter of Complaint of Sprint Communications Company L.P.
Against PBT Telecom, Inc.
Docket No. 2008-389-C, ELS File No. 1395-11589

Dear Mr. Terreni:

Enclosed for filing is the **Complaint of Sprint Communications Company, L.P.** for filing in the above-referenced docket. By copy of this letter, I am serving all parties of record and I enclose my Certificate of Service to that effect.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,



John J. Pringle, Jr.

JJP/cr

cc: Florence Belser, Esquire (via electronic and first-class mail service)
William R. Atkinson, Esquire (via electronic and first-class mail service)
all parties of record
Enclosures

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

IN THE MATTER OF COMPLAINT OF SPRINT COMMUNICATIONS COMPANY L.P. AGAINST PBT TELECOM, INC.	Docket No. 2008-389-C
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**COMPLAINT OF SPRINT COMMUNICATIONS COMPANY L. P. AGAINST
PBT TELECOM, INC.**

Pursuant to the Public Service Commission of South Carolina's ("Commission") authority under 47 U.S.C. Section 252 of the Telecommunications Act of 1996 ("Act"), the Commission's directive in the above-referenced docket, and S.C. Code Regs. Section 103-824, Sprint Communications Company L.P. ("Sprint"), by and through its attorneys, now files this complaint against PBT Telecom, Inc. ("PBT") for PBT's total failure and refusal to implement the parties' negotiated interconnection agreement, effective as of June 1, 2008. In support of its Complaint, Sprint respectfully shows as follows:

1.

Sprint, a Delaware limited partnership, is both a telecommunications carrier and a competitive local exchange carrier under the Act, and is authorized by the Commission to provide telecommunications service in South Carolina. Sprint's principal place of business is 6200 Sprint Parkway, Overland Park, Kansas 66251.

2.

The name and address of Sprint's representative in this proceeding is as follows:

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, 5th Floor
Columbia, SC 29201

(o) 803.343.1270
(f) 803.799.8479
jpringle@ellislawhorne.com

3.

PBT is an incumbent local exchange carrier (“ILEC”) as defined in 47 U.S.C. Section 251(h), and is certified to provide telecommunications services in the State of South Carolina. Upon information and belief, PBT maintains its principal place of business in South Carolina at 1660 Juniper Springs Road, Gilbert, SC 20954.

4.

The Commission has continuing jurisdiction pursuant to 47 U.S.C. Section 252 regarding the interpretation and enforcement of approved interconnection agreements.

5.

The Commission also has jurisdiction pursuant to S.C. Code Regs. Section 103-824 to hear and reach determinations on complaints filed by utilities.

6.

On October 13, 2008, PBT and Sprint filed with the Commission the parties’ negotiated interconnection agreement, which was assigned Docket No. 2008-389-C. The Commission issued a Directive on October 29, 2008, which memorialized the vote of the Commission that same day to approve the parties’ negotiated interconnection agreement pursuant to the Act. It is Sprint’s understanding that the Commission considers its published Directives approving negotiated interconnection agreements to be in fact the Commission’s order approving the agreement.

7.

Section 17 (“Good Faith Performance”) of General Terms and Conditions of the parties’ agreement states as follows:

In the performance of their obligations, the Parties shall act in good faith under this Agreement. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

8.

Section 29 (“Regulatory Approval”) of General Terms and Conditions of the parties’ interconnection agreement also states that the parties to the agreement “reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement.”

9.

Section 2.1 (“Physical Connection”) of the parties’ Interconnection Attachment reads as follows:

“The Parties shall exchange Local/EAS Traffic and ISP-Bound Traffic over Direct Interconnection Facilities between their networks. The Parties agree to physically connect their respective networks so as to exchange such Local/EAS and ISP-Bound Traffic, with the Point of Interconnection (POI) designated at the Palmetto Center at 1426 Main Street in Columbia, SC (CLMASCEAYMD).” (emphasis added)

10.

Section 2.7 (Facility Sizing”) of the parties’ Interconnection Attachment reads as follows:

“The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed-upon quantities via an Access Service Request (“ASR”).” (emphasis added)

11.

Since the June 1, 2008 effective date of the parties' agreement, Sprint personnel have on numerous occasions attempted to contact PBT personnel through e-mails, telephone calls and telephone voice messages in order to exchange traffic pursuant to the above-referenced Section 2.1, to facilitate ordering trunks pursuant to the above-referenced Section 2.7, and accomplish other tasks in order to implement the parties' agreement. **Exhibit "A"**, attached hereto, is a copy of correspondence from counsel for Sprint to counsel for PBT, dated January 21, 2009, wherein Sprint included a non-exhaustive list of these numerous attempts to schedule meetings and to order interconnection trunks in fulfillment of the parties' agreement. As set out therein the letter also requested that PBT contact Sprint engineering personnel immediately in order to schedule such meetings, or Sprint would have no choice but to avail itself of its remedies under the law. To date, Sprint has not received a response of any kind to its January 21 letter to PBT.

12.

These ongoing and completely unexplained delays in completing what should have been relatively simple implementation tasks associated with the parties' agreement, have substantially delayed, by as much as six (6) months, Sprint's market rollout into PBT's local service territory, and have caused Sprint to unnecessarily expend substantial time and resources in repeatedly attempting to contact PBT personnel while by necessity constantly adjusting its market rollout schedule backwards.

13.

PBT has not, by any stretch of the imagination, acted in good faith in performing its obligations under the parties' Agreement as required by the above-referenced Section 17 of General Terms and Conditions. Accordingly, because Sprint specifically reserved its right to "seek regulatory relief and otherwise seek redress" regarding "performance and implementation" of the parties' interconnection agreement pursuant to the above-referenced Section 29 of General Terms and Conditions, Sprint now submits this Complaint and requests that the Commission impose a specific implementation schedule upon PBT, complete with dates certain by which the appropriate PBT personnel will have met with their Sprint counterparts, coordinated the ordering of trunks, and performed all other tasks associated with implementation of the parties' agreement so that Sprint may commence its market rollout in PBT's territory without further delay. **Exhibit "B"**, attached hereto, is Sprint's proposed implementation schedule, which Sprint requests that the Commission order PBT to comply with immediately in order to avoid further delays in Sprint's rollout schedule.

CONCLUSION AND PRAYER FOR RELIEF

14.

WHEREFORE, in recognition of the foregoing, Sprint respectfully requests that:

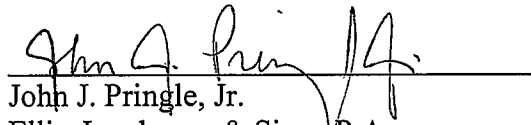
- (a) the Commission act to enforce the parties' approved interconnection agreement and pursuant to its authority under the Act and Commission rules and impose a specific agreement implementation schedule upon PBT, i.e., the proposed schedule attached as **Exhibit "B"**, complete with dates certain by

which the appropriate PBT personnel will have met with their Sprint counterparts, coordinated the ordering of trunks, and performed all other tasks associated with implementation of the parties' agreement so that Sprint may commence its market rollout in PBT's territory without further delay; and

(b) grant such other and further relief as this Commission deems just and proper.

Respectfully submitted this 11th day of February, 2009.

SPRINT COMMUNICATIONS COMPANY L. P.

A handwritten signature in black ink, appearing to read "John J. Pringle, Jr.", is written over a horizontal line.

John J. Pringle, Jr.
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jpringle@ellislawhorne.com

Attorney for Sprint



Sprint Nextel
233 Peachtree Street, N.E., Suite 2200
Atlanta, GA 30303
Office: (404) 649-0001 Fax: (404) 649-0009

William R. Atkinson
Director and Attorney
State Regulatory Affairs

Exhibit 'A'

January 21, 2009

VIA ELECTRONIC AND OVERNIGHT MAIL

Margaret M. Fox, Esq.
McNair Law Firm, P.A.
The Tower at 1301 Gervais
1301 Gervais Street, 11th Floor
Columbia, SC 29201

RE: Delay in implementation of Sprint-PBT interconnection agreement

Dear Peg:

The purpose of this letter is to document the recent attempts by Sprint Communications Company L.P. ("Sprint") personnel to contact employees of PBT Telecom, Inc. ("PBT") regarding implementation of the parties' negotiated interconnection agreement, which was effective June 1, 2008 and approved by the Public Service Commission of South Carolina ("Commission") on October 22, 2008. Since the effective date of the agreement, Sprint has expended substantial time and resources in seeking to coordinate implementation of the Network provisions of the agreement with PBT. Despite Sprint's efforts, PBT has refused to begin implementation of the agreement. Nor has PBT offered any explanation to Sprint for its failure to work with Sprint to implement the agreement. Accordingly, Sprint respectfully requests that PBT immediately contact the Sprint Network employees identified below so that the parties may meet by telephone and begin the implementation steps necessary to achieve interconnection. If we have not heard from PBT and have not conducted an implementation conference call within seven (7) days of the date of this letter, Sprint will have no choice but to pursue its available legal and/ or equitable remedies in order to address the situation.

The Attachment included herewith lists certain e-mails sent and telephone messages placed since the June 1, 2008 effective date of the agreement by Sprint personnel seeking information and attempting to set up implementation meetings with their counterparts at PBT. The Attachment is not and should not be taken as an exhaustive list of any and all contacts and meeting requests made by Sprint personnel to PBT personnel, but it does catalog the majority of Sprint's contact attempts since the June 1, 2008 effective date. As you can see, PBT has failed to respond to numerous Sprint requests made over a four-month period. As a result, the agreement has been in effect for seven months but Sprint has not been able even to commence preparations to offer services under its terms, much less any actual services.

Margaret M. Fox, Esq.
January 21, 2009
Page 2

Section 17, General Terms and Conditions, of the parties' interconnection agreement states as follows:

"In the performance of their obligations, the Parties shall act in good faith under this Agreement. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed."

In Sprint's view, PBT has made no such good-faith effort to implement the network provisions of the parties' agreement, and in fact, PBT has not made no such efforts at all, choosing instead to ignore the agreement and its obligations pursuant to the agreement.

Accordingly, Sprint demands that PBT network personnel contact the following Network personnel immediately in order to schedule an implementation conference call and begin the tasks related to implementation:

Scott Wilson
Manager, Access Planning
Sprint Nextel
6300 Sprint Parkway
Overland Park, KS 66251
(913) 794-2264

Mr. William Wade
Access Planning Analyst II
Sprint Nextel
6300 Sprint Parkway
Overland Park, KS 66251
(913) 794-2537

Thank you in advance for your attention to this matter within 7 days as requested above, and please call me if you should have any questions.

Sincerely,


William R. Atkinson

WRA/vhp

Attachment

Cc: Ms. Ellen Fuller, Sprint
Joe Chiarelli, Esq., Sprint
John J. Pringle, Esq., Sprint
John Bowen, Esq.
Mr. L. B. Spearman, PBT

ATTACHMENT

Sprint's attempts to contact PBT personnel re implementation of Sprint-PBT interconnection agreement since 6/1/08 effective date

- 1) 8/26/08 – Mary Dahn, Sprint to Jay Smith, PBT, sending network forecast and list of initial questions
- 2) 8/27/08 - exchange of several e-mails from Mary Dahn, Sprint, to Jay Smith, PBT, re setting up interconnection kick-off call -- no call scheduled
- 3) 9/8/08 – exchange of e-mails from Mary Dahn, Sprint, to Jay Smith, PBT re setting up interconnection conference call – no call scheduled
- 4) 9/11/08 – voicemail message from Mary Dahn, Sprint, to Jay Smith, PBT to follow-up re interconnection conference call
- 5) 9/15/08 – telephone conversation between Mary Dahn, Sprint, and Jay Smith, PBT, re setting up conference call. Sprint referred to PBT Director of Network, Jimmie Livingston.
- 6) 9/15/08 - voicemail message from Mary Dahn, Sprint, to Jimmie Livingston, PBT, to request interconnection conference call. No response.
- 7) 9/15 – 9/16/08 – exchange of e-mails from Ellen Fuller, Sprint, to Lans Chase, of John Staurulakis, Inc. (consultant to PBT), re inability to set up interconnection kick-off call with PBT. Chase to call PBT. No response received.
- 8) 9/18/08 - voicemail message from Mary Dahn, Sprint, to Jimmie Livingston, PBT, to request interconnection conference call. No response.
- 9) 9/19/08 – telephone conversation between Mary Dahn, Sprint, and Jay Smith, PBT. Dahn reports unable to contact Livingston. Smith to leave message for Livingston.
- 10) 9/22/08 - voicemail message from Mary Dahn, Sprint, to Jimmie Livingston, PBT, to request interconnection conference call and to return call. No response.
- 11) 12/16/08 – exchange of e-mails from William Wade, Sprint, to Jay Smith, PBT, re setting up conference call to discuss ordering trunks to PBT's tandem -- no call scheduled.
- 12) 12/18/08 – 1/6/09 –several voicemail messages from William Wade, Sprint, to Jimmie Livingston, PBT, re scheduling conference call to discuss ordering of trunks to PBT's tandem. No response received.

Exhibit "B"

SPRINT'S PROPOSED IMPLEMENTATION SCHEDULE FOR SPRINT-PBT INTERCONNECTION AGREEMENT

- PBT must schedule a kickoff call with Sprint to take place within 5 business days of Sprint's request (or the Commission's Order or directive in this proceeding) to discuss new connections to PBT's PELISCXADS0 and PELISCXA02T switches. The call will cover general switch information such as point codes, 2-way trunking, hunting, trunk circuit identification codes ("TCICs"), signaling, format, SS7 provider, message access customer terminal location ("ACTL") needed for order, local transit traffic, project ID, and order interval.
- If PBT determines that SS7 orders need to be sent to a third party, PBT shall send any such SS7 orders on the same business day that PBT receives Sprint's access service request ("ASR") for the new trunk groups.
- PBT will provide a response to all trunk orders within 2 business days of its receipt of any such trunk order(s).
- PBT will set a trunk due date no later than 20 business days following PBT's receipt of Sprint's ASR. On that date, the Sprint switch group will contact PBT to schedule testing to turn-up the new trunk groups.

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
Docket No. 2008-389-C**

IN THE MATTER OF COMPLAINT OF SPRINT COMMUNICATIONS COMPANY L.P. AGAINST PBT TELECOM, INC.	CERTIFICATE OF SERVICE
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This is to certify that I have caused to be served this day, one (1) copy of the **Complaint of Sprint Communications Company, L.P.** by placing a copy of same in the care and custody of the United States Postal Service (unless otherwise specified), with proper first-class postage affixed hereto and addressed as follows:

VIA ELECTRONIC AND FIRST-CLASS MAIL SERVICE

Florence Belser, Esquire
General Counsel
Office of Regulatory Staff
Legal Department
PO Box 11263
Columbia SC 29211
fbelser@regstaff.sc.gov

VIA ELECTRONIC AND FIRST-CLASS MAIL SERVICE

M. John Bowen, Jr., Esquire
Margaret M. Fox, Esquire
McNair Law Firm, PA
PO Box 11390
Columbia SC 29211
jbowen@mcnair.net
pfox@mcnair.net

VIA ELECTRONIC AND FIRST-CLASS MAIL SERVICE

Mr. L.B. Spearman
PBT Telecom, Inc.
1660 Juniper Springs Road
Gilbert, SC 29054
BSpearman@PBTTEL.NET



Carol Roof
Paralegal

February 11, 2009
Columbia, South Carolina